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5. MBFS has insufficient knowledge to admit or deny the allegations made in paragraph 5 of the plaintiff's complaint.

6. MBFS admits the allegations made in paragraph 6 of the plaintiff's complaint.

7. MBFS denies the allegations made in paragraph 7 of the plaintiff's complaint.

8. MBFS denies that it is a "dealer" under 49 C.F.R. § 580.30 because no such section exists. MBFS denies that it is a "transferor" under 49 U.S.C. § 32702(2). MBFS denies that it is a "distributor" under 49 U.S.C. § 32702(3).

9. MBFS has insufficient knowledge to admit or deny the allegations made in paragraph 9 of the plaintiff's complaint.

10. MBFS has insufficient knowledge to admit or deny the allegations made in paragraph 10 of the plaintiff's complaint.

11. MBFS denies the allegations made in paragraph 11 of the plaintiff's complaint.

12. MBFS admits the allegations made in paragraph 12 of the plaintiff's complaint.

13. MBFS admits the allegations made in paragraph 13 of the plaintiff's complaint.

14. MBFS insufficient knowledge to admit or deny the allegations made in paragraph 14 of the plaintiff's complaint.

15. MBFS admits the allegations made in paragraph 15 of the plaintiff's complaint.

16. MBFS denies the allegations made in paragraph 16 of the plaintiff's complaint.

17. MBFS has insufficient knowledge to admit or deny the allegations made in paragraph 17 of the plaintiff's complaint.

18. MBFS has insufficient knowledge to admit or deny the allegations made in paragraph 18 of the plaintiff's complaint.

19. MBFS has insufficient knowledge to admit or deny the allegations made in paragraph 19 of the plaintiff's complaint.

20. MBFS has insufficient knowledge to admit or deny the allegations made in paragraph 20 of the plaintiff's complaint.

21. MBFS admits the allegations made in paragraph 21 of the plaintiff's complaint.

22. MBFS has insufficient knowledge to admit or deny the allegations made in paragraph 22 of the plaintiff's complaint. Inasmuch as "Defendant" may refer to MBFS, this is denied.

23. MBFS admits the allegations made in paragraph 23 of the plaintiff's complaint, but denies it had any suspicions about the vehicle.

24. MBFS denies the allegations made in paragraph 24 of the plaintiff's complaint because it is unclear whether this paragraph refers to the vehicle's indicated mileage or any of the disclosed mileages.

25. MBFS denies the allegations made in paragraph 25 of the plaintiff's complaint.

26. MBFS denies the allegations made in paragraph 26 of the plaintiff's complaint.

27. MBFS denies the allegations made in paragraph 27 of the plaintiff's complaint.

28. MBFS denies the allegations made in paragraph 28 of the plaintiff's complaint.

29. MBFS admits the allegations made in paragraph 29 of the plaintiff's complaint.

30. MBFS admits the allegations made in paragraph 30 of the plaintiff's complaint.

31. MBFS denies the allegations made in paragraph 31 of the plaintiff's complaint.

32. MBFS denies the allegations made in paragraph 32 of the plaintiff's complaint.

33. MBFS denies the allegations made in paragraph 33 of the plaintiff's complaint.

34. MBFS denies the allegations made in paragraph 34 of the plaintiff's complaint.

35. MBFS denies the allegations made in paragraph 35 of the plaintiff's complaint.
36. MBFS denies the allegations made in paragraph 36 of the plaintiff's complaint.
37. MBFS denies the allegations made in paragraph 37 of the plaintiff's complaint.
38. MBFS denies the allegations made in paragraph 38 of the plaintiff's complaint.
39. MBFS denies the allegations made in paragraph 39 of the plaintiff's complaint.
40. MBFS has insufficient knowledge to admit or deny the allegations made in paragraph 40 of the plaintiff's complaint.
41. MBFS denies the allegations made in paragraph 41 of the plaintiff's complaint.
42. MBFS denies the allegations made in paragraph 42 of the plaintiff's complaint.
43. MBFS denies the allegations made in paragraph 43 of the plaintiff's complaint.
44. MBFS denies the allegations made in paragraph 44 of the plaintiff's complaint.
45. MBFS denies the allegations made in paragraph 45 of the plaintiff's complaint.
46. There are no fact allegations to admit or deny in paragraph 46 of the plaintiff's complaint.
47. MBFS admits the allegations made in paragraph 47 of the plaintiff's complaint.
48. MBFS denies the allegations made in paragraph 48 of the plaintiff's complaint.
49. MBFS denies the allegations made in paragraph 49 of the plaintiff's complaint.
50. MBFS denies the allegations made in paragraph 50 of the plaintiff's complaint.
51. MBFS denies the allegations made in paragraph 51 of the plaintiff's complaint.
52. MBFS denies the allegations made in paragraph 52 of the plaintiff's complaint.
53. MBFS denies the allegations made in paragraph 53 of the plaintiff's complaint.
54. MBFS denies the allegations made in paragraph 54 of the plaintiff's complaint.
55. MBFS denies the allegations made in paragraph 55 of the plaintiff's complaint.

- 56. MBFS denies the allegations made in paragraph 56 of the plaintiff's complaint.
- 57. MBFS denies the allegations made in paragraph 57 of the plaintiff's complaint.
- 58. MBFS denies the allegations made in paragraph 58 of the plaintiff's complaint.
- 59. MBFS denies the allegations made in paragraph 59 of the plaintiff's complaint.
- 60. There are no fact allegations to admit or deny in paragraph 60 of the plaintiff's complaint.

II. AFFIRMATIVE DEFENSES

61. In addition to and in the alternative, the plaintiff's claims are barred, in whole or in part, because the plaintiff is unable to prove its alleged losses, damages, and/or injuries in accordance with Texas law.

62. In addition to and in the alternative, MBFS is not liable for any of the claims asserted or relief requested by the plaintiff because MBFS's conduct and actions at all times complied, and was in good-faith conformity, with all applicable contracts, obligations, laws, and regulations.

63. In addition to and in the alternative, MBFS at all times acted in good faith and in compliance with commercially reasonable procedures.

64. In addition to and in the alternative, some or all of the plaintiff's claims are barred, in whole or in part, by the affirmative defense of waiver.

65. In addition to and in the alternative, some or all of the plaintiff's claims are barred, in whole or in part, by the affirmative defense of mutual mistake.

66. In addition to and in the alternative, some or all of the plaintiff's claims are barred, in whole or in part, by the affirmative defense of ratification.

67. In addition to and in the alternative, some or all of the plaintiff's claims are barred, in whole or in part, by the doctrine of indemnity.

68. In addition to and in the alternative, some or all of the plaintiff's claims are barred, in whole or in part, by the affirmative defense of estoppel.

69. In addition to and in the alternative, some or all of the plaintiff's claims are barred, in whole or in part, by the affirmative defense of accord and satisfaction.

70. In addition to and in the alternative, some or all of the plaintiff's claims are barred, in whole or in part, by the affirmative defense of release.

71. In addition to and in the alternative, some or all of the plaintiff's claims are barred, in whole or in part, by the doctrine of contributory negligence.

72. In addition to and in the alternative, some or all of the plaintiff's claims are barred, in whole or in part, by the economic loss rule.

73. For these reasons, Mercedes-Benz Financial Services USA, LLC prays that:

- a. The plaintiff take nothing;
- b. The plaintiff be awarded no legal or equitable relief;
- c. MBFS receives all other relief, at law and in equity, as the Court deems just.

/s/ Anderson L. Cao

ANDERSON L. CAO

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CERTIFICATE OF SERVICE

Pursuant to the Federal Rules of Civil Procedure, I hereby certify that the foregoing was filed with the Court and served via the Court's ECF E-Filing Service System on all parties and/or counsel of record on this the 16th day of December 2019

/s/ Anderson L. Cao
Anderson L. Cao